

DRAFT
AGREEMENT
FOR AN AUTOMATED LIBRARY SYSTEM

THIS AGREEMENT is made this ____ day of _____, 2004,

BY AND BETWEEN

INNOVATIVE INTERFACES, INC., an Equal Opportunity Employer, M/F, H/V Company, incorporated under the laws of the State of California (hereinafter referred to as "Innovative Interfaces")

-and-

SUNNYVALE PUBLIC LIBRARY, (hereinafter referred to as the "Library")

WITNESSETH:

WHEREAS the Library wishes to install and use an automated library system to improve the operation of the Library; and,

WHEREAS Innovative Interfaces has represented and does hereby represent to the Library, subject to the terms and conditions hereof, that the computer hardware and related software and services to be supplied to the Library pursuant hereto, will satisfy the requirements of the Library and set forth hereunder;

NOW THEREFORE in consideration of the premises, and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1.0 INTERPRETATION

Where used in this Agreement, unless the context otherwise requires, the following words and phrases have the respective meanings set forth below:

- 1.01 "Agreement", "this Agreement", "herein", "hereunder" and similar expressions refer to this Agreement and the following Schedules and Exhibits annexed hereto and referred to herein,
- (a) Schedule A - MILLENNIUM Hardware and Software
 - (b) Schedule B - Payment Schedule
 - (c) Schedule C - Project Implementation Plan
 - (d) Schedule D - MILLENNIUM System Specifications
 - (e) Schedule E - Escrow Agreement

Each of these documents is incorporated herein by reference as if set forth in full and shall constitute a part of this Agreement. In the event of a conflict or for purposes of clarification, precedence of documents shall be this Agreement, Innovative's response to Request for Clarification dated March 26, 2004, Innovative's response to Request for Proposal dated November 2003, Innovative's response to Request for Clarification dated May 16, 2003, Library's Request for Clarification dated March 26, 2004, Library's Request for Proposal dated November 2003, and Library's Request for Clarification dated May 16, 2003.

- 1.02 The expression "Section" followed by a number means and refers to the specified section of this Agreement.
- 1.03 "MILLENNIUM", "System", and "Software" refers to the software developed by Innovative Interfaces for use in a library environment, including all components necessary for running an automated library system as described more particularly in Schedule D.
- 1.04 "Hardware" means the computer hardware and hardware peripheral thereto purchased by the Library.
- 1.05 "Installation Site" or "Site" means the room or rooms where the system is to be installed.
- 1.06 "Purchase Price" means the dollar amount set out in Schedule B, plus all applicable taxes.
- 1.07 "Free Maintenance Period" means the period one (1) year after the first day Initial Training (OPAC, Systems administration, evaluation).

2.00 SUPPLY OF SYSTEM

- 2.01 In consideration of the payment of the Purchase Price and subject to all the terms and conditions hereof, Innovative Interfaces shall:
 - (a) sell to the Library, and the Library shall purchase, the Hardware referred to in Section 3.00;
 - (b) supply to the Library under license the Software referred to in Section 4.00; and
 - (c) provide access to the materials and documentation referred to in Section 5.00, and
 - (d) provide the training services as set out in Schedules A and C.

- 2.02 Subject to the other terms and conditions hereof, the System will be installed and will become operational in accordance with the implementation timetable set forth in Schedule C.

3.00 HARDWARE

- 3.01 The Hardware will consist of computer hardware as set out in Schedule A, to support the MILLENNIUM System, including all necessary components and peripherals for proper functioning.

4.00 SOFTWARE

- 4.01 Innovative Interfaces will supply to the Library the MILLENNIUM System, together with all Software needed for proper System operation.
- 4.02 Innovative Interfaces shall retain ownership of the Software and all modifications thereto, including new development. Each licensed Software product, and all reproductions, corrections, modifications, enhancements and improvements thereof, provided by innovative Interfaces to the Library, are the exclusive and proprietary property of Innovative Interfaces. Title and full ownership rights in all licensed Software products and all reproductions, corrections, modifications, enhancements and improvements, and all related patent rights, copyrights, trade secrets, trademarks, service marks, related goodwill and Innovative Interfaces' intellectual property are reserved to and shall remain proprietary to Innovative Interfaces. The Library shall not remove or destroy any copyright, trade secret, proprietary or confidential legends or markings placed upon or contained or embedded within any licensed Software products and related materials.
- 4.03 Innovative Interfaces hereby grants to the Library, upon payment in full of the Purchase Price, a non-transferable, non-exclusive license to use a single copy of the MILLENNIUM Software in conjunction with the Hardware.
- 4.04 The Library agrees to keep confidential to the extent allowed by state law all material and documentation relating to the Software and any modification thereto. The Library will not make available or distribute any program code or description associated with the MILLENNIUM System in any form whatsoever to third parties without the prior notification of Innovative Interfaces. Any material and documentation not identified as a trade secret may be subject by state law to distribution, as outlined in this section. It is understood that Innovative's documentation includes Innovative's trade secrets.

- 4.05 Innovative Interfaces shall allow the source code for the MILLENNIUM System to be placed in an escrow account as set out in Schedule E.

5.00 DOCUMENTATION

- 5.01 Within two weeks of the signing of the Agreement, Innovative Interfaces will supply, at no cost to the Library, all standard materials then available for use by purchasers of MILLENNIUM Systems, including manuals and other relevant materials and documentation. At the time of installation, Innovative Interfaces will provide complete System documentation to support all functions as specified in Schedule D. Innovative Interfaces grants the Library the right to reproduce all printed manuals provided under this Agreement for the Library's own internal use and internal future needs.
- 5.02 All materials, documents and other information provided by Innovative Interfaces to the Library pursuant to Section 5.01 shall, if so identified by innovative Interfaces at the time of delivery thereof, be and remain, to the extent allowed by state law, confidential in the possession of the Library and the Library shall not copy or disclose any of such confidential materials, documents or other information to any third party whatsoever.

6.00 SUPPLIES

- 6.01 The Library is responsible for the acquisition at its own expense of all supplies to be used in the day-to-day operation of the System, including, without limitation, paper, magnetic tape, ribbons for printers and forms.

7.00 SPECIAL DECLARATIONS

- 7.01 Innovative Interfaces represents and warrants that the Software will contribute to the System the qualities and functions described in Section D.
- 7.02 The Library will pay any and all State and Local taxes with the respect to the acquisition by it of the System or any part thereof. If the Library becomes non-exempt at any time and such taxes become applicable, the Library agrees to pay all applicable taxes.
- 7.03 Upon delivery to the library of any portion of the Hardware, the Hardware will be insured by the Library on the same basis as the Library insures similar equipment. The Hardware will be insured for the replacement value of the hardware until full payment has been made to Innovative Interfaces as provided hereinafter. Innovative Interfaces shall be entitled to receive written proof of insurance upon request.

- 7.04 Title to the Hardware shall pass to the library at full payment of the Hardware. Prior to the passage of title, the Library shall not encumber the System or any part thereof nor permit a third party to take possession thereof in any way whatsoever prejudicial to the rights and interest of Innovative Interfaces therein.
- 7.05 At the time of delivery thereof and thereafter, until the Library acquires title thereto pursuant to this Agreement, Innovative Interfaces represents and warrants to the Library that Innovative Interfaces has and will have good title to the Hardware and the right to sell the same and that upon completion of the installation and full payment thereof, the Library shall obtain good and marketable title to the same and that all Hardware will be new and conform to the specifications set forth herein.
- 7.06 Innovative Interfaces represents and warrants that it has the full right to deliver to the Library the Software and that, on acceptance by the Library, the Library shall have license and rights granted herein to use the same free from any lien, claims, charges or encumbrances, and that such rights shall survive the expiration hereof; provided however, that the Library shall have no right to sub-license or assign its rights in respect to the Software or any part thereof.
- 7.07 Neither party shall divulge or disclose to any third parties, except to the extent required by state law, any information concerning the affairs of the other party, which come to the knowledge of such party as a result or in performance of this Agreement, unless such information becomes publicly available through no fault of Innovative Interfaces or the Library.
- 7.08 Neither Innovative Interfaces nor the Library shall be liable to the other for loss, damage, or delay in the work caused by war, riot, the act or order of any competent civil or military authority, strikes, unauthorized work stoppage or by fire, flood, act of God or by any cause which is unavoidable and beyond its reasonable control. In addition, Innovative Interfaces is not liable for loss or damage suffered by the Library or any third party not caused by the employees, agents or Hardware of Innovative Interfaces.
- 7.09 Innovative Interfaces shall not be liable for indirect, incidental or consequential loss or damage however caused.
- 7.10 The Library may without notice to Innovative Interfaces, at its option, connect to the System purchased under this Agreement any equipment manufactured or supplied by others including, but not limited to, peripheral equipment, other computers, communications equipment, terminal devices

and the like, provided there is a standard, industry-established Ethernet or RS232 interface available. Innovative Interfaces shall promptly disclose, subject to confidentiality, trade secret, non-competition agreements, upon request to the Library the technical specifications for any given interface point on the System. The Library shall accurately and fully advise Innovative Interfaces, in writing, at least 30 days before it intends to connect a new class of hardware or hardware that will be directly connected to the CPU, and Innovative Interfaces shall have the right to inspect at its own cost the specifications and installation of any such new equipment. In the event that Innovative Interfaces is required to perform maintenance services on the System because of damage to the System resulting from the attachment of such equipment, such service shall be billed to the Library at the then current standard hourly maintenance rates.

- 7.11 Innovative Interfaces, shall defend, indemnify and hold harmless the Library, its officials, agents, patrons and/or employees from any personal injury or property damage claim caused by negligence or willful misconduct of Innovative Interfaces, its employees and/or agents, provided that the Library provides prompt written notice to Innovative Interfaces, of any matter asserted by the Library to be covered by the this provision and Innovative Interfaces, shall have sole control over the defense and or/settlement of any such matter.

A. Innovative Interfaces, at its sole cost and expense and for the full term of this Agreement or any renewal thereof, shall purchase and maintain not less than the following minimum insurance coverage and limits of insurance which shall be maintained with insurers and under forms of policies satisfactory to The Library.

(1) An EXTENDED BROAD FORM MINIMUM COMMERCIAL COMPREHENSIVE GENERAL LIABILITY INSURANCE POLICY covering Bodily Injury and Property Damage with a combined single limit of at least One Million Dollars (\$1,000,000) per occurrence providing the following coverages:

- (a) Premises Operations
- (b) Independent Contractors
- (c) Broad Form Property Damage
- (d) Personal Injury

(2) A WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY POLICY written in accordance with the laws of the State of California

and providing the following coverages for any and all employees of Innovative Interfaces:

- (a) Statutory Workers' Compensation Coverage A (statutory limit).
- (b) Employers' Liability Insurance - Coverage B. Not less than: \$100,000 each accident/BI, \$500,000 policy limit BI by disease and \$100,000 each employee BI by Disease.

(3) A COMMERCIAL AUTOMOBILE POLICY with a minimum combined single limit of not less than One Million Dollars (\$1,000,000) for bodily injury and/or property damage, applicable to vehicles used in pursuit of any of the activities associated with this Agreement and providing the following coverages (without deductibles):

- (a) All owned vehicles
- (b) Employer's Non-ownership Liability
- (c) Hired Automobiles

B. These policies shall be considered primary insurance as respects to any other valid and collectible insurance the Library may possess including any self-insured retention the Library may have, and any other insurance the Library does possess shall be considered excess insurance only.

C. During the term of the Agreement, no cancellation or non-renewal of this policy or modification of the coverage afforded under this endorsement shall be effective until written notice has been given at least thirty (30) days prior to the effective date of such modification or cancellation.

D. A copy of the Certification of Insurance and completed coverage verification shall be provided to the Library by each of the Innovative Interfaces insurance companies as evidence of the stipulated coverages prior to signing of this Agreement.

E. The Contractor shall list the Library as ADDITIONAL INSURED as respects to Commercial General Liability policy and Business Auto.

8.00 INSTALLATION AND TRAINING

- 8.01 All shipping and insurance costs to and from the site are included in the Purchase Price of the System, as listed in Schedule A. All payments to shipping agents and for insurance fees shall be made directly by Innovative Interfaces and the Library shall make no payments to any firm concerning the shipment, installation, and delivery of Hardware which is not a part of this Agreement and for which exact payments are not described.
- 8.02 Innovative Interfaces shall be responsible for all arrangements for the shipment of Hardware to the City of Sunnyvale IT, and movement of the Hardware from the protective storage area within the City of Sunnyvale IT, to the prepared computer site within the City of Sunnyvale IT. Innovative Interfaces shall also be responsible for removal of all debris and packing materials from the City of Sunnyvale IT site resulting from the installation of the Hardware or the Software.
- 8.03 Innovative Interfaces shall provide to the Library in a timely manner the information necessary to enable the Library to prepare the Installation Site for the Hardware in accordance with the instructions of Innovative Interfaces. The Library shall at its sole expense prior to the date agreed upon for hardware installation provide all necessary installations and the like which shall be required for proper functioning of the System. The Library will further ensure that, prior to the acceptance dates set out in Schedule C, access to the System in any form will be restricted to persons involved in the implementation of the System. The Library shall complete site preparation prior to the date of installation of the hardware, and the site shall thereafter be available for inspection and approval.
- 8.04 All costs and expenses related to the site preparation shall be at the sole expense of the Library.
- 8.05 Innovative Interfaces will provide staff for complete on-site training of Library personnel as set out in Schedule A.
- 8.06 Prior to the acceptance dates set out in Schedule C, Innovative Interfaces shall have first priority of access to and use of the System for purposes of diagnosis.

9.00 ACCEPTANCE

- 9.01 The testing of the System shall be completed jointly by Innovative Interfaces and the Library to the mutual satisfaction of the parties.

9.02 Acceptance of Hardware

Upon completion of the installation of the Hardware, Innovative Interfaces will notify the Library that such Hardware, as described in Schedule A, has successfully been installed.

9.03 Acceptance Testing

Upon completion of the installation of the System, Innovative Interfaces will notify the Library that the System is available to the Library for acceptance testing. Acceptance testing will be the use of the System testing profile data in actual operation. Innovative Interfaces agrees to correct problems found in the course of this acceptance testing.

9.04 The testing by the Library required by Section 9.03 shall continue for a period not to exceed 90 days from completion of initial training. Unless the Library provides Innovative Interfaces, in writing, with any claim that the System does not meet performance specifications on or before expiration of said 90 days, it will be conclusively presumed that the System has met all performance specifications.

The purpose of the acceptance testing is to verify that the required functional capabilities of MILLENNIUM have been delivered. Testing shall occur following the installation of all required modules and shall be completed or waived within ninety (90) calendar days of scheduled testing. Library staff will perform the test. The methodology of the test will be, as follows:

- The Library may compare the MILLENNIUM software with the applicable user manuals provided by innovative Interfaces to ensure that required functions exist and are operational in the software delivered to the Library.
- The Library may review functions from the RFP and RFC documents that Innovative Interfaces indicated were functional, but which are not specifically documented in the user manuals provided by Innovative Interfaces.
- The Library shall report in writing to Innovative Interfaces functions that do not operate properly.
- Innovative Interfaces shall clarify and resolve all reported problems within thirty (30) calendar days of receipt of City's report. Within seven (7) calendar days of receipt of notice of problem resolution from

Innovative Interfaces, the Library shall retest the function and confirm that the problem has or has not been resolved.

- The parties agree that not all aspects of the software are reasonably testable in the time frame given (e.g. "cumulative statistics") and that certain aspects (e.g. "user friendliness") are subjective. Non-testable features or aspects of the MILLENNIUM software shall not prevent the acceptance testing Test from being accepted by the Library.
- In the event that Innovative Interfaces receives no notice regarding non-functioning items within ninety (90) calendar days of scheduled testing, then the acceptance testing will be deemed to have been successfully completed. The foregoing does not relieve Innovative Interfaces of any obligation to make operational each function in accordance with Section 11.00 Warranties of this Agreement. The ninety (90) day period will only be extended due to reasons of force majeure.

9.05 Innovative Interfaces will provide to the Library, its representatives and consultants, such documentation and assistance as may reasonably be required by the Library in connection with the aforesaid acceptance tests.

10.00 PAYMENT

10.01 The Purchase Price for the System and all rights and benefits herein contained shall be payable in lawful money of the United States at the times and in the amounts set forth in Schedule B.

10.02 If the Implementation Schedule is delayed at the Library's request, payments shall be due at the times originally set.

11.00 WARRANTIES

11.01 Innovative Interfaces represents and warrants to the Library that:

- (i) The Hardware and all components thereof, the Software and all other programming aids and all other items supplied to the Library under the provisions of this agreement, shall be and shall remain free from any and all defects and will conform to all stated specifications, provided that the Hardware and Software are used in accordance with Innovative Interfaces operating procedure and is not abused or misused.
- (ii) As of the date upon which title to the hardware is transferred to the Library, the Hardware will be owned by the Library, and no person,

firm or corporation shall have any interest therein other than Innovative Interfaces and the library pursuant to this Agreement.

11.02 The representations and warranties by Innovative Interfaces is provided for Section 11.01(i) shall continue in full force and effect for the free maintenance period following System Installation but the expiration of such period shall not affect the rights of the Library hereunder in respect of any claim of which Innovative Interfaces has then received written notice from the Library under the provisions hereof.

11.03 If without the approval of Innovative Interfaces, the Library shall:

- (i) exceed the System specifications as set forth in this Agreement; or
- (ii) utilize the System for a purpose which is unrelated to MILLENNIUM applications; or
- (iii) make modifications to the System or additions which will have an adverse impact on the System specifications as set forth in Schedule A,

then Innovative Interfaces shall be relieved from any responsibility for a breach of warranty under clause (l) of Section 11.01 and any other performance guarantees set forth in this agreement.

11.04 Innovative Interfaces expressly warrants this System for library related applications as specifically set forth in this Agreement, with a warranty of merchantability for this particular purpose. No other purpose which extends beyond the warranties as set forth herein are warranted or guaranteed.

11.05 If degradation in System performance occurs because the Library connects to the System equipment in violation of Section 7.10, then Innovative Interfaces is thereby relieved from any responsibilities from a breach of warranty as may be set forth in this Agreement.

11.06 The Software's performance and functionality both in isolation and in combination with other software will not be affected by the occurrence of any leap year. In particular and without prejudice to the generality of the foregoing, the Software will:

- (a) respond to two-digit year date input in a way that resolves the ambiguity as to century in a disclosed, defined and predetermined manner without the need for human intervention.

11.07 The standard of reliability for future ongoing System performance shall be ninety eight (98%) percent using the terms and the table of coefficients in SYSTEM UP-TIME WARRANTY Schedule F as long as the System is continuously kept under maintenance. The Library will keep a log of all downtime and will tabulate the percentage of reliability at the end of each month. Maintenance payments shall be reduced by ten (10%) percent for each one (1%) percent reliability falls below the agreed upon levels.

If the Library believes there has been a breach of a warranty and so notifies Innovative Interfaces, then Innovative Interfaces shall promptly investigate the matter to determine the nature of the suspected error. If there has been a breach of this warranty, then Innovative Interfaces' sole obligation and the Library's exclusive remedy will be for Innovative Interfaces to correct or modify MILLENNIUM to make it perform as warranted.

12.00 TERMINATION

12.01 If, prior to payment by the library of the Purchase Price in full, the Library defaults in payment of any sum due hereunder or otherwise fails to fulfill its obligations under this Agreement beyond 60 days after receipt by the library of written notice from Innovative Interfaces of such default, then Innovative Interfaces shall have the immediate right to terminate this Agreement and revoke the software license by notice to the library and to enter upon the Library's premises to repossess and remove any Hardware which is not fully paid for by the Library. The Library's obligation to pay all charges which shall have accrued shall survive any such termination of this Agreement by Innovative Interfaces and such taking of possession shall be without waiver of any other remedies Innovative Interfaces may have at law or in equity. In addition, the Library shall be responsible for reasonable costs of removal of the System, including but not limited to transportation and labor charges.

- 12.02 (i) If Innovation Interfaces does not fulfill its obligations to deliver, install and test the Hardware in accordance with the dates specified in Schedule C, or
- (ii) If the System when installed does not meet the specifications set forth in Schedule D, or
- (iii) If Innovative Interfaces is in default in respect of any covenant, representation, warranty and/or agreement provided herein, or

- (iv) If any proceeding in receivership, liquidation or insolvency is commenced against Innovative Interfaces or its property, and the same be not dismissed within 30 days, or
- (v) If Innovation Interfaces makes any assignment for the benefit of its creditors, becomes insolvent, ceases to do business as a going concern, or seeks any arrangement or compromise with its creditors under any statute or otherwise,

then the same shall constitute an event of default by Innovative Interfaces hereunder, and upon the happening of any of the aforesaid events, the Library may upon 60 days notice to Innovative Interfaces specifying Innovative Interfaces' default terminate this Agreement and such termination shall be without prejudice to any right the Library may have to damages at law or in equity; provided that if Innovative Interfaces or any of its Sureties, Guarantors or Indemnitors remedies such default within the said 60 days period, this Agreement shall remain in full force and effect.

13.00 GENERAL PROVISIONS

- 13.01 No party to this Agreement shall have the right to assign its rights or obligations under this agreement except with the written consent of the other party hereto, which consent will not unreasonably be withheld.
- 13.02 There are no understandings, agreements or representations, express or implied, between the parties hereto not specified or embodied herein. Any prior commitments, written or oral, made by either party to this Agreement are superseded by this Agreement.
- 13.03 This Agreement shall not be modified, amended, rescinded, cancelled or waived in whole or in part, except by written instrument signed by the parties hereto and no waiver of any of the provisions of this Agreement shall constitute a waiver of any of the other provisions hereof (whether or not similar) nor shall such waiver constitute a continuing waiver unless expressly so provided therein.
- 13.04 This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- 13.05 In the event that a claim or cause of action arises out of the interpretation, performance, or breach of this contract, the prevailing party shall be entitled to a reasonable attorney's fee in addition to costs of suit. Venue for any action hereunder shall be in the county of the respondent.

13.06 All notices to be given to or received by the parties hereto shall be in writing and shall be delivered by messenger or mailed by prepaid registered or certified first class mail, with return receipt requested, to any such party at its address which:

in the case of Innovative Interfaces shall be:

Innovative Interfaces
5850 Shellmound Way
Emeryville, California 94608
Attention: President

and in the case of the Library shall be:

Sunnyvale Public Library
665 W. Olive Ave.
Sunnyvale, CA 94086
Attention: Director

with a copy to:

Dept of Information Technology
650 West Olive Avenue
PO Box 3707
Sunnyvale, CA 94088-3707
Attention: Cheryl Bunnell

Either party may by notice change its address for the purposes hereof. Any such notice shall be deemed to have been given, if delivered by messenger, on the date of its actual receipt, or, if delivered by mail, upon the date that it shall have been properly deposited in the mail.

13.07 Save as otherwise expressly provided, this Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective successors and permitted.

13.08 This Agreement is made and becomes effective only when executed by a duly authorized officer of both the Library and Innovative Interfaces.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last written below.

THE LIBRARY

INNOVATIVE INTERFACES,
INC.

By _____

By _____

Name: Amy Chan
Title: City Manager
Date _____

Name: Gerald M. Kline
Title: CEO/President
Date _____

ATTEST:

By _____

Name: Susan Ramos
Title: City Clerk
Date: _____

APPROVED AS TO FORM:

By _____

Name: _____
Title: _____
Date: _____

<p style="text-align: center;">SCHEDULE A MILLENNIUM Hardware and Software</p>
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MILLENNIUM PRICE QUOTATION

Sunnyvale Public Library

Turnkey Solution for 60 Staff Users (Innovative DBMS)

Unlimited Web OPAC Users

MILLENNIUM SOFTWARE

Online Public Access Catalog

Unlimited Web OPAC User Licenses

MILLENNIUM Web OPAC

Full OPAC Indexing

Advanced Keyword Search Engine

My MILLENNIUM Patron Empowerment, including:

--Place holds/cancel holds

--Self-renewal of items

--Save preferred searches

--Automatic notification of new material

OPAC Requesting, including multiple holds with shopping cart

Z39.50 Client and Server (including Broadcast Searching)

Export Records/Create a Bibliography from OPAC

Link to enriched content: cover images, reviews, etc. (Content must be separately purchased)

OPAC Interfaces in Spanish and Traditional Chinese

Searchable catalog scopes for all collections

Cataloging

Unlimited Bibliographic, MARC Holdings, Item and Authority Record File Sizes

Cataloging (full screen edit, cut/copy/paste, heading verification, macros, etc).

MARC Holdings support

Global Update of all record types

Authority Control (Report Heading Changes software)

Automatic Authorities Processing Software

File Transfer Software

OCLC Interface via the network for all authorized staff users

Link Maintenance -- Sort Items by Location, Synchronize Location Codes

CJK Indexing Using Special Filing

Management Information and Report Writer

Create Lists of Records

Statistical Report package

Browser-based Management Reports (OPAC searches, Circ transactions, etc.)

Circulation

Unlimited Item Record File Size and Unlimited Patron Record File Size

Checkout / Checkin / Renewals / Patron Registration / Notices
Sophisticated Holds functionality
Circulation Notices via Email
Millennium Offline Circulation Software (Site License)
Inventory Control
Homebound Module
3M Self-check interface for 3 workstations (supports SIP2)
Teleforms Telephone Notification System (1 line, includes PC)
Telephone Renewal System (2 lines, includes PC)
Collection Agency Interface

Acquisitions & Fund Accounting

Unlimited Order Record File Size

Ordering / Receiving / P.O. Printing
Invoice Processing and Fund Accounting
Claiming
Hierarchical Fund Reports
Foreign Currency Conversion
Support for up to 30,000 vendor records
Vendor Statistics
Electronic Ordering (BISAC or EDIFACT)
Electronic Serials Invoice Processing

Serials Control

Unlimited MARC Holdings and Checkin Record File Size

Checkin / Claiming / Routing / Binding
Automatic MARC21 holdings update at checkin
SISAC Barcode Checkin
Electronic Claiming of Serial Issues via Email in X12 format

Patron API Interface

Community Information Database

AirPAC

Wireless access to OPAC functionality using wireless-enabled PDA or mobile telephones
Support for searching OPAC, placing requests, view my own record, etc.
Optimizes screen displays based on the type of client device (e.g. PDA, telephone)

Web Access Management

Patron authentication and forwarding to support remote access to licensed databases
Controlled access to web resources by patron verification
Permissions determined by patron category
Optional IP proxy
URL checking software
Provides database access statistics

WebBridge

Context-sensitive, dynamic linking product works from within the OPAC and while accessing external resources.

OpenURL-compliant resolution server

Management Table with library-defined resources and conditions under which resources are offered to users.

Content Linking – Web OPAC and staff users link from the bibliographic record display to related resources, such as full-text articles, book reviews, vendor inventory, or book jacket images.

Resource Linking –WebBridge dynamically generates a list of links to library-selected resources such as full-text databases, citation databases, and abstracting services, depending on the information in the bibliographic record.

Provides detailed usage statistics

License for 60 simultaneous staff MILLENNIUM users

Subtotal, MILLENNIUM Software

\$323,250

Central Site Hardware utilizing the Innovative DBMS:

MILLENNIUM Sun V240 CPU

1 Ghz UltraSPARC® IIIi processor

2 Gb memory (Maximum memory capacity 8Gb)

4 x 36 Gb UltraSCSI Disk Drives (10,000 RPM)

Software RAID mirroring

Solaris 9 Operating System

DVD-ROM drive

10/100/1000 Mbps Ethernet connectivity

400W Power Supply

20/40 4mm DAT tape drive

U107 Uninterruptible Power Supply

Powerwatch software

Necessary cables and controllers

Diagnostic Modem

Subtotal, MILLENNIUM Software & Hardware	\$337,410
MILLENNIUM Software Allowance*	(\$158,125)
* <i>The MILLENNIUM Software allowance proposed applies to this configuration only. Any changes made to this configuration may result in the amount of the allowance being changed.</i>	
TOTAL	\$179,285

SERVICES

PROJECT MANAGEMENT

MILLENNIUM Implementation Team:

Project Manager

Implementation Consultant (Data migration specialist)

Training Consultant

Software Specialist

Technical Support Specialist

HARDWARE / SOFTWARE SETUP

Shipping, Setup and Installation of Central Site Hardware

Setup and configuration of MILLENNIUM software

DATA LOADING SERVICES

All profiling and record loading services assume data will be provided from the library's existing Inlex system and from an approved authority processing vendor.

Setup of Profile Evaluation Database, consisting of subset of the library's records

Includes revisions of Evaluation Database during evaluation period

Profiling services for initial Bibliographic, Authority, Item and Patron Records

Load of Bibliographic, Authority and Item Records¹

Load of Patron records²

Load of Circulation Checkouts, Holds, and Fine Totals²

Load of Acquisitions Order records and Serials holdings records²

Load of Community Information records²

TRAINING

12 Days of on-site training services (4 on-site visits)

All travel expenses included

DOCUMENTATION

Site license access to *Getting Started with MILLENNIUM Manual*

Site license access to the *MILLENNIUM User Manual*

Site license access to *CSDirect* (Customer Service web site)

1. Data must be provided in a single de-duplicated file in the USMARC Communications format, from a single source.
2. Data must be provided in an Innovative approved format.

Subtotal, Services	\$33,000
MILLENNIUM SYSTEM TOTAL	\$212,285
MetaFind	\$25,000
Federated search engine providing access to multiple resources with a single search. Simultaneous searching across resources such as full-text databases, electronic journals, Internet search engines, locally developed databases, and abstract and indexing services. Includes support for resources from an Innovative-provided list of resources Results lists are returned to the user in a consistent interface customizable by the library, identified by source, and hyperlinked to hits at the source Patron verification is performed for all databases using Web Access Management Multi-protocol searching is supported including Z39.50, HTTP, and SQL	
Profiling and connectors for 22 online resources	\$8,500
METAFIND TOTAL	\$33,500³
LINK+ Participation	\$ 3,600
Record profiling & initial load, one-time fee:	
GRAND TOTAL	\$249,385

ANNUAL MAINTENANCE – MILLENNIUM Software

Year 1	<i>Free Maintenance Period</i>
Year 2	\$32,737

ANNUAL MAINTENANCE – MILLENNIUM Central Site Hardware

Year 1	<i>Free Maintenance Period</i>
Year 2	\$1,699

ANNUAL SERVICES

Syndetic Solutions⁴	\$9,740/year
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³ Pricing applies only to MetaFind configuration for 22 resources. Additional resource profiling will require separate pricing.

⁴ This is the quote provided by the Vendor at this time. If at the time of purchase of this service, the Vendor has adjusted its pricing, the Library will be invoiced the actual cost as billed by the Vendor at that time.

Catalog enrichment content including book reviews, first chapters, and jacket images
Based on 1,900,000 annual circulations

LINK+ Participation

\$20,400

1 year service fees (\$ 1,700 per month)

NOTES

- Prices do not include any applicable taxes, which are the responsibility of the Library.
- The allowance given applies to the total price of this System configuration only. Therefore, no component of this package can be returned to Innovative for credit or refunds, unless defective.
- This proposal assumes all data will come from a single source
- All prices given are valid for a period of 90 days from the date of the proposal.
- Maintenance of peripheral equipment purchased from Innovative is the responsibility of the Library, unless otherwise specified.

Central Site Hardware

- The Millennium Sun V240 Central Site Hardware is configured to support 200 simultaneous users (125 OPAC and 75 staff users); additional memory may be needed to support users above these numbers.
-
- The Millennium Sun V240 Central Site Hardware is configured to support 275,000 Bibliographic records, 550,000 Item records, 475,000 Authority records, 20,000 Order records, and 130,000 Patron records; additional disk may be needed to support the database above these numbers.
- Central Site Hardware maintenance and support services include a one (1) year Free Maintenance Period, unlimited access to a 24-hour Helpdesk via a toll-free phone number, installation of operating system patches and upgrades as needed, and the provision of a diagnostic modem.

Software

- MILLENNIUM Software Maintenance and support services include a one (1) year Free Maintenance Period, unlimited access to a 24-hour Helpdesk via a toll-free phone number, regular MILLENNIUM Software enhancements, and new editions of the MILLENNIUM User Manual.
- For Innovative to provide service and maintenance to the site, direct, high-speed Internet access is required.
- Any data supplied in non-MARC format must first be reviewed by Innovative for analysis prior determining a price for loading into the System.

Optional Products and Services (not included)

Additional On-site Training (each day requiring an additional visit)	\$2,000
Additional On-site Training (each additional day)	\$1,000
Inter Library Loan Module	\$7,000
Additional OPAC Language Interface	\$5,000
KidsOnline Interface for Children	\$7,500

Digital Library Solutions

Media Management	\$19,500
Supports local and remote storage and access to digital objects	
Integrated with bibliographic database or as a separate reference database	
Support for multiple file types, such as GIF, TIFF, JPEG, MP3, PPT, DOC, AVI, etc.	
Digital objects may be imported, scanned or linked	
Full-text indexing of linked documents	
Integrated with all Millennium staff modules	

SCHEDULE B PAYMENT SCHEDULE
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MILESTONE	AMOUNT	
1. Delivery of Millennium User and Getting Started Manuals	20%	\$49,877
2. Delivery of Hardware & Completion of Initial Training ¹	20%	\$49,877
3. Completion of Database evaluation (no later than December 2004)	20%	\$49,877
4. Live Circulation ² (no later than February 2005)	20%	\$49,877
5. Completion of On-site Training Services and Live Serials (no later than April 2005)	10%	\$24,938.50
6. Completion of Acceptance Testing (no later than 90 days from completion of Initial Training)	10%	\$24,938.50
7. Sales tax for entire System due at installation of Hardware @8.25% ³		\$23,060.81

Additional services/annual subscription fees⁴

8. Syndetic Solutions content enrichment service (due when service is enabled)	\$9,740
9. LINK+ subscription (due when service is profiled and enabled)	\$20,400

Payments will be due 30 days after invoice. Interest of 1% per month of the full outstanding amount will be charged for late payments.

These amounts are excluding taxes. The Library will be responsible for all applicable taxes.

¹ Initial Training includes OPAC, Systems Administration, Evaluation.

² Refers to the first day that the Library uses a licensed Software module for patron real time checkin/out.

³ Sales tax amount is approximate and can change if the State changes its rates. Sales tax amount includes tax for System Grand Total and tax for the first year of services for above milestone numbers 8-9.

⁴ This is the quote provided by the Vendors at this time. If at the time of purchase of this service, the Vendors have adjusted their pricing, the Library will be invoiced the actual cost as billed by the Vendors at that time.

SCHEDULE C PROJECT IMPLEMENTATION PLAN

This Project Implementation Plan is designed to provide the Library with a general timeline of events. The Final Project Implementation Plan may vary with respect to the dates and order of events as mutually agreed upon between the Library and the Innovative Interfaces Team. From time to time, the Library and Innovative Interfaces may jointly review the Final Project Implementation Plan and make such revisions to it as are mutually agreed upon in writing. This review shall also serve to clarify each event and establish intermediate events and dates as necessary. A delay in any one event shall cause a delay in all subsequent events. Delays are subject to rescheduling as resources are available.

ESTIMATED DATE OF EVENT	EVENT NUMBER	RESPONSIBLE PARTY	DESCRIPTION
_____ 2004, date of last signature (Day 0)	1	Both	Contract signing
Day 14 (Within 2 weeks of contract signing)	2	Innovative	Provide library with access to User Manual and Getting Started Manual (GSM)
Day 14 (Within 2 weeks of contract signing)	3	Both	Initial conference call between Project Leaders
Day 30 or At least 30 Days prior to Initial Training	4	Library	Deliver Bibliographic, Item, and Authority Data to Innovative
Day 30 or At least 30 Days prior to Initial Training	5	Library	Complete preparations for Hardware; submit completed Hardware/Network forms to Innovative; If applicable, the Third Party Hardware Vendor installs CPU and makes system available to Innovative
Day 31 through 54 or Starting at least 30 Days prior to Initial Training	6	Innovative	Start the process of configuring Millennium System to load Profile Database for Initial Training
Day 60 (Week 8) or At least 30 days after Innovative receives Bibliographic, Item and Authority Data from Library	7	Innovative	Start Initial Training (3 days; includes OPAC & Database Evaluation, Systems Administration I & Web OPAC, and Cataloging I. <i>and</i> If applicable, Innovative installs CPU (1/2 day)
Upon completion of Initial Training	8	Library	Acceptance Testing (90 days)
Week 13 through 19 or Upon completion of Acceptance Testing	9	Library	Profile Database Evaluation Period; 7 weeks allowed in standard timeline – this is adjustable based on library preferences

Week 12 or approximately 30 days after First Training Visit	10	Innovative	Training Visit 2 (3 days; includes Cataloging II, Circulation I w/ Circulation Parameters, Systems Administration II plus Acquisitions Parameters)
Week 20 or Following completion of Profile Evaluation	11	Innovative	Copy finalized, completed profile from training server to production server (if applicable)
Week 20 and 21 or Following completion of Profile Evaluation	12	Both	Final Bibliographic, Item, and Authority Data loaded to production server (Library loads Data, Innovative monitors the load)
Week 19-20 or before Third Training Visit	13	Library	Enter Circulation Parameters into system
Week 20 -21 or As scheduled ² following final database load and server configuration	14	Innovative	Training Visit 3 (3 days; includes Circulation II, Acquisitions I, and Serials I)
Week 23 or Upon completion of Circulation Training	15	Library	Begin preparing Staff and System for Live Circulation and Web OPAC
Week 23 or Upon completion of Cataloging Training and prior to Live Circulation	16	Library	Live Cataloging; extract Gap Bibliographic and Item Data.
Week 24 or Following Live Cataloging and prior to Live Circulation	17	Both	Load Gap Bibliographic and Item Data (Library loads Data, Innovative monitors the load)
Week 25 or Week prior to Circulation Migration and/or Live Circulation	18	Both	Load Patron Data (Library loads Data, Innovative monitors the load)
Week 26 or As scheduled after Circulation Training	19	Both	Circulation Migration (load checkouts, fines, holds), if purchased (Library delivers Data, Innovative loads Data)
Week 26 or Upon completion of Circulation Migration; or, several weeks following Circulation Training if no Circulation Migration	20	Library	Live Circulation and Web OPAC
Week 27 or As scheduled	21	Innovative	Training Visit 4 (3 days; includes Acquisitions II, Serials II as needed, and a day for wrap up)
Week 28 or As scheduled	22	Both	Load Acquisitions Data, if acquisitions module purchased (Library loads Data, Innovative monitors the load)
Week 28 or Upon completion of Acquisitions Data load; or, upon completion of Acquisitions Training if no Data load	23	Library	Live Acquisitions

² The scheduling of this and all subsequent Training Dates is based upon mutual agreement between the library and Innovative.

Week 29 or As scheduled	24	Both	Load Serials Data, if serials module purchased (Library loads Data, Innovative monitors the load)
Week 29 or As scheduled	25	Library	Live Serials
As scheduled by Library with Innovative	26	Both	Additional Training and Data Loads as purchased

<p style="text-align: center;">SCHEDULE D MILLENNIUM SYSTEM SPECIFICATIONS</p>
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The specifications for the modules purchased herein are as set forth in Schedule A, the System specification more particularly described in the web-based *MILLENNIUM User Manuals* and the *Getting Started* Manual, the RFP, the RFC dated May 2003, the RFP dated November 2003, the RFC dated March 2004 and Innovative's Response to the RFP, which are incorporated herein by reference.

SCHEDULE E ESCROW AGREEMENT

I. ESTABLISHMENT OF ESCROW

So long as the within-described license is in full force and effect, and as an additional material consideration for the granting, acceptance and continued benefits obtained and derived from such license, Innovative Interfaces and the Library agree that a copy of all source code material necessary to maintain all software licensed thereunder shall be placed in escrow as follows. Furthermore, Innovative Interfaces will pay to list the Library on the escrow policy for one year from the signing of this Agreement; thereafter the Library may elect to continue on the policy for as long as the Library maintains a license to the Software, and the Library pays the renewal costs as determined by the Escrow Agent. All renewal notices will be sent by the Escrow Agent to the Library at the address listed herein:

- A. The Escrow Agent shall be DSI Technology Escrow Services, 9265 Sky Park Court, Suite 202, San Diego, California, 92123. In the event that the above-named Escrow Agent fails or refuses to assume the responsibilities of Escrow Agent or ceases to act as Escrow Agent, the parties shall agree upon a new Escrow Agent and shall issue demands to Data Securities International to deliver the escrow material to such newly designated Escrow Agent.
- B. Source code material shall be released to the Library by the Escrow Agent upon the occurrence of the following event:
 - i. If any proceeding in receivership, liquidation or insolvency is commenced against Innovative Interfaces and the same be not dismissed within sixty days, or
 - ii. If Innovative Interfaces make any assignment for the benefit of its creditors, becomes insolvent, ceases to do business as a going concern, or seeks any arrangement of compromise with its creditors under any statute or otherwise.
- C. Verification of the occurrence of a condition precedent to the release of the escrowed materials shall be by a reasonable manner and means to the reasonable satisfaction of the Escrow Agent with written notice and opportunity to object given to Innovative Interfaces. The Escrow Agent shall have five days to release the escrowed documents or to advise the Library in writing of the existence of a conflicting demand.
- D. Should the Library elect to continue on the Escrow policy, cost for annual renewal shall be approximately \$200.00 for the first year

renewal. Second and subsequent renewal fees shall be determined by the Escrow Agent, but with a percentage increase to the Library of not more than 5% or the percentage increase of the Consumer Price Index, whichever is greater.

II. VERIFICATION OF ESCROWED MATERIALS

Verification of escrowed materials shall be by certified letter from the Escrow Agent to the Library stating the identity of each document placed in escrow, the physical location of the escrow, and the date of establishment of the escrow.

III. ENHANCEMENT AND MODIFICATION

In the event that the software supplied to the Library pursuant to the above-described license is enhanced or modified, the Licensor agrees to deposit into escrow all documents and data reasonably necessary to support and maintain such enhancements and modifications pursuant to all of the terms and conditions of this escrow agreement.

IV. CONFLICTING DEMANDS

In the event that the parties to this agreement, at any time, give the Escrow Agent conflicting demands, the Escrow Agent shall promptly attempt to resolve the conflict. In the event that the Escrow Agent is unable to resolve the conflict within ten days, the Escrow Agent shall interplead the escrowed materials into a court of competent jurisdiction. Each of the parties hereto agrees to indemnify and hold the Escrow Agent harmless from all costs and expenses, including reasonable attorney's fees, in the event that a conflict of demands requires interpleader.

V. TERMS OF RELEASE OF ESCROWED MATERIAL

In the event that the material escrowed hereunder is released to Licensee, said materials shall nevertheless remain the property of Innovative Interfaces, its assigns, trustees, and/or successors in interest. The escrowed materials shall be subject to all of the terms and conditions of the underlying license granted to Licensee, including but not limited to, trade secrets and confidentiality protection. The Library agrees that the escrowed materials shall be used exclusively for the maintenance of the licensed software and for no other purposes. The Library agrees to make all persons working with such licensed escrowed material aware of the terms and conditions of the license and their liability for unauthorized use of the licensed escrow material.

SCHEDULE F SYSTEM UP-TIME WARRANTY

Innovative Interfaces shall be liable for tuning or upgrading the system if reliability falls below 98 percent for more than two consecutive months anytime within 84 months from installation. During the first 30 months, no additional hardware or software shall be required to utilize enhancements to the modules included in the Contract; between 30 and 84 months Innovative Interfaces may require upgrades to accommodate enhancements, but shall continue the guarantees if the upgrade is undertaken. This performance guarantee does not apply to additional modules not included in this Agreement. This guarantee is contingent on the Library using the hardware as a dedicated machine, staying within the parameters agreed upon, and continuing the maintenance agreement in force. This guarantee shall not apply to performance problems that may be caused by third-party hardware, software, or networks. The formula for calculating each occurrence of downtime is as follows:

(d) = downtime coefficient value

(m) = number of minutes of downtime

(t) = total downtime [for that occurrence]

FORMULA: $(t) = (d) * (m)$

The downtime coefficient value shall be assigned according to the following table:

Loss of charge-discharge function	1.00
Loss of reserve bookroom function	1.00
Loss of patron file inquiry	1.00
Loss of item file inquiry	1.00
Loss of file-update online	1.00
Loss of order writing	.50
Loss of order claiming	.50
Loss of funds accounting	1.00
Loss of serial ordering	.50
Loss of serials checkin	1.00
Loss of serials claiming	.50
Loss of serials funds accounting	1.00
Loss of staff inquiry to acquisitions, serials, or catalog records	1.00
Loss of patron inquiry of holdings	1.00
Loss of report printing for more than six operating hours	.25
Other software problems which affect system performance	.10
Loss of a single terminal	.10
Loss of single disk, if system is operating	.50
Loss of tape drive	.25
Loss of console printer	.25